

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-12-R-00119	RFO	7/5/12	

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY <b>DOT/FAA AAQ-530 1601 LIND AVE SW RENTON, WA 98057</b>	8. ADDRESS OFFER TO <b>DOT/FAA, AAQ-530 ATTN: LELANIE RIVERA 1601 LIND AVE SW RENTON, WA 98057</b>
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9. FOR INFORMATION CALL: 	A. NAME <b>LELANIE RIVERA</b>	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> <b>425-227-1003</b>
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT FOR THE REFURBISHMENT OF THE PAGO PAGO VORTAC FACILITY LOCATED AT THE PAGO PAGO INTERNATIONAL AIRPORT

SEE ATTACHED RFO

DAVIS BACON WAGE RATES APPLY.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>50</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  <b>14</b>

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time 08/15/2012 (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

Materials \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	ITEM
25. RESERVED.	
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY  AMZ-110

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)  LELANIE RIVERA	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for **Refurbishment of Pago Pago VORTAC facility located at the Pago Pago International Airport** in accordance with the specifications, drawings, contract clauses, and wage rates.

<u>Contract Line</u>	<u>Description</u>	<u>Price</u>
<u>Item</u>		
001	Roof Preparation	\$ _____
002	Demolition	\$ _____
003	Roof Replacement	\$ _____
004	Teepee Installation	\$ _____
005	Exterior Wall Coating	\$ _____
006	Electrical	\$ _____
007	Building Improvements	\$ _____
008	Tacan Mast Installation	\$ _____
009	Grounding	\$ _____
010	General Requirements: On this line item annotate all costs not specifically part of items 001 through 010	\$ _____
	Total for all line items	\$ _____
		\$ _____

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES. IN ADDITION, DAVIS BACON WAGE RATES APPLY.**

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. The Government may award any combination of line items subject to the availability of funds. Should funds become available at a later date the Government may award those line items without further competition.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. THIS ACQUISITION IS 100% SET ASIDE FOR SMALL BUSINESS.** The applicable North American Industry Classification System (NAICS) code(s) are 236220 and 238160.

**3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

**B004. Site Visit:** Contractors are strongly encouraged to attend a site visit on **JULY 18, 2012 at 10:00 am SST.** To attend, please submit personnel information for the individual(s) that will represent the Contractor to the FAA representative 5 days prior to the scheduled site visit. Contract representative(s) shall be employees of the contractor. The FAA representative is Jim Burrell, phone number (808)840-3728, cell (808)721-6965, and email: jim.burrell@faa.gov.

**MAGNITUDE OF CONSTRUCTION: \$100,000-\$250,000**

**APPLICABLE NAICS CODES: 238160,236220**

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS**

## **PART I - SECTION C**

### **SCOPE OF WORK**

#### 01010 SUMMARY OF WORK

##### 1.01 WORK INCLUDED:

This project scope describes the project requirements for refurbishing the Pago Pago VORTAC facility located at Pago Pago Intl Airport. The VORTAC building footprint is 37' X 37' on a concrete foundation with 10' cast in place concrete walls and a steel roof frame supporting a 53' diameter circular roof. The contractor shall furnish all management, labor, tools, equipment, transportation, and materials for the project. All work shall be accomplished by qualified experienced licensed contractors. See Section 1.04 for detailed specifications. Contractor shall submit a cost for each Contract Line Item Number (CLIN):

##### **CLIN 001: ROOF PREPARATION**

Remove TACAN, collar and teepee. Wrap and store TACAN. Dispose of old collar and teepee. Weatherproof all equipment and electronics inside the building.

##### **CLIN 002: DEMOLITION**

Remove existing roofing and insulation. Remove copper roofing. Remove existing wood decking and nailers connected to the steel joists. Remove fascia and soffits. Remove drop ceiling and light fixtures. Remove metal air conditioning (AC) rack from the front of the building.

##### **CLIN 003: ROOF REPLACEMENT**

Refurbish corroded steel fascia clips. Install trimmed wood nailers to the steel joists. Install 2X6 T&G wood decking. Install government furnished materials (GFM) antenna mount brackets. Install roof underlayment. Install 16 oz. copper sheeting. Install roofing insulation and fully adhered membrane roofing and associated flashing. Install 2X12 fascia and soffit. Install an attached gypsum wallboard ceiling. Install ladder supports. Install monitor antenna cable conduit and fittings.

##### **CLIN 004: TEEPEE INSTALLATION**

Assemble and paint GFM teepee. Assemble GFM collar and vent covers. Install teepee, collar and stored TACAN.

##### **CLIN 005: EXTERIOR WALL COATING**

Remove and dispose loose lead based paint (LBP) flakes. Concrete patch damaged wall areas. Paint the exterior walls and soffit with an epoxy undercoat and a polyurethane top coat. Paint is GFM.

##### **CLIN 006: ELECTRICAL**

Install interior suspended light fixtures and mounted exterior light fixtures.

##### **CLIN 007: BUILDING IMPROVEMENTS**

Paint two (2) existing exterior doors. Install a 3'X7' steel door and associated hardware to the transformer shed. Remove and replace a wall louver. Install a 12" concrete riser to a communication handhold.

##### **CLIN 008: TACAN MAST INSTALLATION**

Remove existing utility pole and messenger cable. Construct concrete foundation. Install buried duct from the VORTAC building to the foundation. Assemble and install GFM TACAN mast.

##### **CLIN 009: GROUNDING**

Install buried earth electrode system (EES) loop around the VORTAC building. Install ground rods and connect to the EES by exothermic welding. Connect the EES to the copper roof, building steel, transformer and main service entrance by exothermic welding. Install ground plates and connect to the EES.

##### 1.02 DRAWINGS & ATTACHMENTS:

- A. Facility asbuilts
- B. Teepee Assembly Process
- C. Counterpoise Monitor Mounts
- D. Monitor Antenna Conduit
- E. ACM Report for the Pago Pago VORTAC facility
- F. TACAN Replacement SOP

##### 1.03 SUBMITTALS:

Submit to the COTR 4 weeks after award.

- 1. Submittals as described in the specifications.
- 2. Crane Lift Plan.
- 3. MSDS for each product.

4. Project Schedule.
5. Project Health & Safety Plan.
6. Emergency Contact List.

#### 1.04 SPECIFICATIONS:

##### CLIN 001: ROOF PREPARATION

- Unbolt the TACAN from the collar and gently move it to the ground using a crane. Protect the TACAN in a wood crate elevated above the ground and weatherproofed until it is reinstalled when the roof work is completed.
- Remove the collar and teepee by crane. Dispose of the collar and teepee.
- Weatherproof the electronic equipment cabinets and battery racks with shrink wrap and covered with visqueen. Cover storage cabinets, storage racks, air conditioning units and electrical panels with visqueen.

##### CLIN 002: DEMOLITION

- Remove existing roofing, roof insulation, 16 oz. copper plating, 2" T&G wood decking and 4X6 wood nailers to the steel joist framing.
- Remove fascia, soffit and wood framing.
- Remove interior suspended ceiling, acoustical ceiling tile and light fixtures.
- Remove exterior light fixtures.
- Remove exterior steel rack located in the front.
- Weatherproof and protect the two split AC condensing units from damage.

##### CLIN 003: ROOF REPLACEMENT

- Refurbish 20 corroded steel fascia mounting clips evenly spaced around the perimeter of the roof. Remove all rust by grinding, brushing and scraping. Apply a rust converting primer; Rust Destroyer or approved equal to the steel clips and apply one finish coat of high solid epoxy paint.
- Install trimmed 4X6 and 4x4 wood nailers as detailed in the asbuilts deck plan and elevations. Nailers shall be trimmed to provide 1/8"/FT roof slope. Nailers shall be attached to the steel joists with lag bolts.
- Install 2X12 wood fascias as indicated on the asbuilts.
- Install 2X6 or wider T&G wood decking or approved equal. The wood decking shall be 52'9" in diameter for the circular roof.
- Install soffits below the roof edge and the exterior walls using vented fiber cement soffit boards or approved equal. Soffits shall be supported by framing as recommended by the manufacturer.
- Install one layer of fabric polypropylene roof underlayment to the decking. The roof underlayment shall be adhered to the decking, not nailed.
- Install 16 oz copper sheeting over the roof deck. All copper seams shall be silver thermowelded. Copper shall be attached to the roof deck using stainless steel or copper roofing nails at 6" O.C. around the perimeter, 12" O.C. along the seams and 12" O.C. on 4' intervals otherwise.
- Install 16 GFM antenna brackets at equally spaced locations around the roof perimeter as determined by the COTR. Mount the brackets using 4 stainless steel bolts connected to the roof deck with neoprene gaskets and a wood plate. Mounting hardware to be furnished by the contractor. See Counterpoise Monitor Mounts attachment for information.
- Install flexible membrane roofing per attached specification 07500.
- Install 5/8" gypsum wallboard ceiling to furring attached to steel joists 24" O.C. Install trim at the ceiling edge. Paint the ceiling with one (1) coat of primer and one (1) coat of hi-solid acrylic paint.
- Install 1" diameter nonmetallic electrical tubing, conduit fittings, 1/4" cable strain reliefs and clamps to the soffit per Monitor Antenna Conduit attachment.
- Install two (2) 5/8" diameter J-bolts connected the fascia plate @ 12" O.C. below the roof drip edge to be used as ladder rung supports. Back the J-bolts with a unistrut stiffener.

##### CLIN 004: TEEPEE INSTALLATION

- Assemble GFM teepee kit by bolting the panel parts together per attached teepee assemble document. Apply two coats of high solid, low gloss polyurethane to the teepee after assembly per the manufacturer's specification. Submit polyurethane manufacturer's data for approval. Acceptable manufacturers include: Sherwin Williams, PPG, DuPont or approved equal. Product must be able to elongate to withstand expansion and contraction temperature cycles.
- Sand the teepee surface with 320 grit sandpaper before each coat of enamel.
- Assemble the collar and vent covers. Hoist and mount the collar to the teepee.
- Hoist and mount the teepee to the steel framing located at the center of the roof.
- Remove TACAN weatherproofing and mount it to the collar.

- All bolts, gaskets, etc for assembly and mounting of the teepee, collar and TACAN are GFM.

#### CLIN 005: EXTERIOR WALL COATING

- Scrape and remove loose LBP flakes from the exterior walls. Contain and dispose LBP according to federal and local regulations and requirements.
- Patch all holes and repair damaged upper corner of the concrete wall with concrete patch repair material.
- Caulk gaps with Dow Corning 795 Silicone Building Sealant or approved equal.
- Pressure wash walls with a mild acetone/water mix before each application of paint.
- Surfaces must be clean and dry. Humidity can not exceed 85%.
- Apply GFM paint to exterior walls, fascia, soffit and 4 vent hoods. Apply paint using 3/8 nap rollers and natural bristle paint brushes.
- Apply 2 coats of the Sherwin Williams Dura-Plate Epoxy. Allow 4 hours between each coat.
- Apply 2 coats of the Sherwin Williams Polyurethane. Allow 12 hours between each coat.

#### CLIN 006: ELECTRICAL

- Install suspended industrial fluorescent fixtures to match the existing layout. Fixtures shall be energy efficient. Install On/Off switches with motion detector. Submit light fixture manufacturer data for approval.
- Install exterior area light fixtures to match existing layout. Fixtures shall be energy efficient. Install photo cell. Submit light fixture manufacturer data for approval.

#### CLIN 007: BUILDING IMPROVEMENTS

- Paint two (2) exterior doors and frames with epoxy.
- Install one (1) 3'0" X 7'0" X 1 3/4" hollow metal door and frame to the transformer shed.
- Materials must be 16 gauge A60 galvanized steel and factory primed. Paint with epoxy coating. Submit manufacturer data for approval.
- Install Best Lock door locksets. Quote not to include core. Install stainless steel hinges. Install door seals, weatherproof gaskets and thresholds. Submit manufacturer data for approval.
- Paint and patch as required.
- All work shall follow Steel Door Institute standards.
- Doors shall be installed by personnel with qualified experience in steel door installation.

#### CLIN 008: TACAN MAST INSTALLATION

- Remove existing messenger cable, utility pole and concrete foundation.
- Install buried duct from the VORTAC building to the foundation. Install 1-2" and 1-4" Sch 40 PVC conduit from the building to the new TACAN mast. Duct shall be buried 2' below grade and incased in 2500 psi concrete.
- Install GFM Antenna Mast per attached specification 33000.

#### CLIN 009: GROUNDING

- Install buried earth electrode system (EES) loop around the VORTAC building. EES loop shall be 4/0 AWG 7 strand buried 2' below grade and 2' beyond the drip edge of the roof.
- Install 4/0 AWG 7 strand AWG from the copper roof sheeting at each building corner to the buried counterpoise. The exposed vertical cables shall be sleeved in Sch 80 PVC conduit to a height of 8' above grade. Exothermic weld the conductor to the buried EES and a 3/4" X 10' copper clad ground rod at 4 locations.
- Install ground rods and connect to the EES by exothermic welding. Connect the EES to the copper roof, building steel, transformer and main service entrance by exothermic welding. Install ground plates and connect to the EES.
- Install two (2) GFM 6" X 12" X 1/4" copper ground plates inside the equipment room.
- Connect the copper ground plate to the EES using an insulated 500 mcm conductor. Conductor shall penetrate the wall panel and be sleeved in Sch 40 PVC conduit on the exterior. Exothermic weld the conductor to the buried EES and a 3/4" X 10' copper clad ground rod.
- All bonds shall be exothermic welds

### 1.05 MATERIALS:

- All materials used for the project shall be of industry standard. No inferior or substitute materials are allowed and will be rejected.
- All proposed material substitutes used as an approved equal shall be submitted to the COTR for approval 4 weeks after award.
- All wood used for the project shall be pressurized treated with Hi-Bor or approved equal. All wood cuts shall be brushed with liquid Hi-Bor or approved equal.
- Dissimilar metals are not allowed. Copper shall be attached using copper or stainless steel nails, screws, etc.

1.06 JOB CONDITIONS:

- A. The contractor is hereby notified that the Pago Pago VORTAC is extremely sensitive equipment that maintains safety for all aviation. The contractor shall schedule work that will cause minimum interference with the facility operations and the base mission. The contractor shall coordinate all work with the Contracting Officer's Representative, known hereinafter as the COTR.
- B. All existing equipment and materials removed from the project area shall become property of the contractor. Contractor shall adhere to local government disposal regulations.
- C. The Contractor and his Subcontractors shall maintain the job site in a neat and orderly condition; this includes the daily removal of rubbish, waste and tools, equipment, and materials not required for the work in progress.
- D. Contractor shall verify all utilities prior to any digging. Contractor will be held liable for any damage to the existing utilities and will be required to make repairs immediately.
- E. Contractor shall not damage any FAA property. Contractor will be held liable for any damage and will be required to make repairs immediately.
- F. The Pago Pago VORTAC is located on the Pago Pago Intl Airport Operations Area (AOA). It shall be the responsibility of the Contractor to obtain all required AOA personnel badging and vehicle licensing as required by the American Samoa Airports Division.
- G. Cranes and other construction vehicles of significant size and height shall be properly marked with approved flagging as required by the American Samoa Airports Division.
- H. The Asbestos Containing Material (ACM) Report for the Pago Pago VORTAC is provided. For work that requires removal or disturbing the ACM; the Contractor shall provide a hazmat work plan that meets federal and local regulations and requirements to the COR prior to start of work for approval and authorization.

1.07 SHUTDOWNS AND SCHEDULING:

The Contractor shall submit a project schedule to the COTR 4 weeks after award. The schedule shall be in the format of a Gantt chart detailing each task identified in the project CLINs.

1.08 PERFORMANCE TIME:

Work shall start on January 7, 2013. The Contractor shall work diligently and complete the project no later than 50 calendar days. Failure to complete the project within the performance period shall result in \$400/day liquidated damages to be assessed against the contractor.

1.09 CONSTRUCTION LIMITS:

The contractor shall confine operations, activities, material storage and employee parking within the areas shown him. This is mandatory and no deviations from this requirement shall be allowed without written permission from the COTR.

1.10 SECURITY REQUIREMENTS:

The contractor shall provide the COTR with a list of contractor's personnel who will require access to the site. The contractor shall observe all FAA security requirements. All work shall be conducted under the supervision of the COTR

1.11 SAFETY REQUIREMENTS:

The contractor is solely responsible for the safety and welfare of workmen on the project and the general public around the construction site. Take precautions to adequately safeguard the conditions of all persons on or near the site. Comply with the regulations of the Occupational Safety and Health Standards (OSHA), 29 CFR Part 1926. If the COTR deems that the Contractor is not safe, he has the right to stop all work until the Contractor corrects the safety violation. Contractor shall submit a Health and Safety Plan for this project. The Health and Safety Plan shall identify the competent safety individual for the project to monitor safety and identify safety hazards.

1.12 EMERGENCY CONTACT LIST



The contractor shall provide an emergency contact list of names and telephone numbers for at least the foreman and a backup person so that contact can be made during non-working hours in case there is an emergency.

#### 1.13 SITE VISIT PRIOR TO BIDDING

The contractor is required to visit the site prior to bidding on the project. A site walk will be conducted on July 18, 2012 starting at 10 am at the Pago Pago Intl. Airport terminal near the baggage claim area and will proceed to the VORTAC site. The FAA representative is Jim Burress, phone number (808) 840-3728, email:

[jim.burress@faa.gov](mailto:jim.burress@faa.gov).

#### 1.14 AVAILABILITY OF UTILITIES:

Electricity is available to the Contractor at the site. Water, sanitary facilities and telephone service are not available for use. Contractor shall provide a portable toilet for the project.

#### 1.15 CONTRACT QUANTITIES

All field measurements and material quantities are solely the responsibility of the Contractor. Contractor shall determine all quantities, measurements prior to submitting a proposal.

#### 1.16 INSPECTION AND ACCEPTANCE OF WORK

All work shall be made available for inspection by the COTR. If work is not performed to the scope of the contract (including industry standards related to the project scope) the contractor shall promptly replace the rejected material and/or workmanship.

#### 1.17 COORDINATION WITH FAA:

The project will involve tasks that will be accomplished by FAA employees. Contractor will be required to coordinate, cooperate and simultaneously work while the FAA is working.

#### 1.18 WARRANTY

Roof warranty shall be a 20 years manufacturer's warranty. All other materials installed under the contract shall be warranty by the Contractor for a period of one year after the completion of work. The contractor shall provide written warranty information to the COTR.

#### 1.19 SCHEDULE OF WORK

Work may be performed during normal daytime hours of 7:00 AM to 3:30 PM, Monday through Friday or as otherwise approved by the R.E. All work shall be coordinated with the FAA.

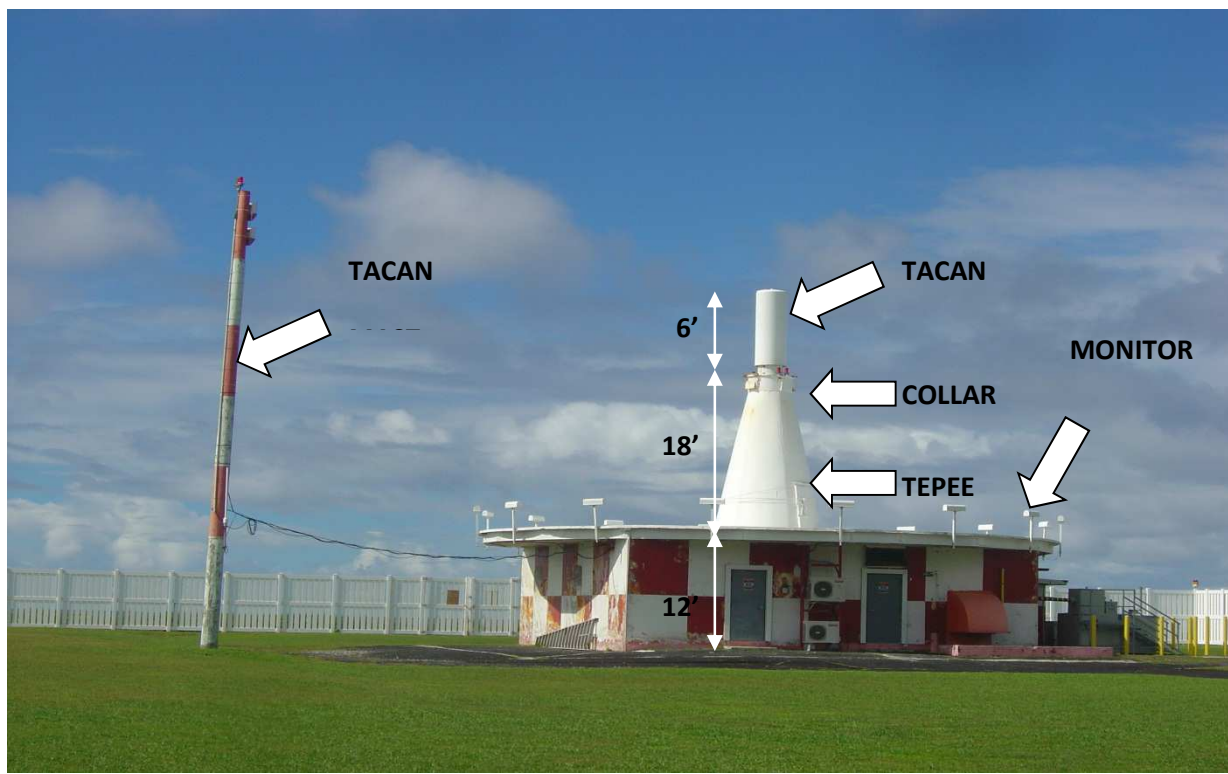
#### 1.20 WAGE RATE REQUIREMENTS

Prevailing Dept. of Labor Wage Determinations for American Samoa govern this work. Certified payrolls shall be submitted to the COR prior to payment.

#### 1.21 PAYMENT

A single and complete payment to the Contractor will be made upon acceptance of completed work is made by the Contracting Officer.

#### 1.22 VOR COMPONENTS



**SECTION 33000  
INSTALL ANTENNA MAST  
AND FOUNDATION**

**1.1 SCOPE OF WORK**

These specifications describe the project requirements for installation of a GFM (government furnished material) 40' fiberglass antenna mast at the Pago Pago VORTAC site. The contractor shall furnish all management, labor, tools equipment, transportation, and materials for the project. Contractor is to provide all materials except that as designated as government furnished. All work shall be accomplished by qualified personnel. The project includes:

1. Contractor shall construct a reinforced concrete foundation as detailed and specified on the attached foundation drawing. Location of the foundation shall be determined in the field by the FAA Representative. Contractor will be required to excavate material to construct the foundation. The soil at the foundation base and backfill shall be compacted to 95%. Rebar is not required to be galvanized.
2. Contractor shall provide and install a 14" X 16" X 8" stainless steel junction box mounted on a stainless steel unistrut stand adjacent to the foundation base.
3. Contractor shall assemble and erect government furnished fiberglass antenna tower and associated parts as detailed on the attached drawings.
4. Contractor shall provide materials and install a lightning protect system for the fiberglass antenna tower as detailed on the attached drawings. This shall include installing Thompson 28 copper down conductors or equal and clamps as detailed on the attached drawings.

**1.2 DRAWINGS**

1. Foundation Drawing
2. GFM Antenna Mast

**1.3 SUBMITTALS:**

Concrete mix design.



## SECTION 07500

## FLEXIBLE MEMBRANE ROOFING

PART 1 GENERAL

## 1.01 SUMMARY

- A. Furnish and install a flexible membrane roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified 20 year warranty.
  - 2. Preparation of roofing substrates.
  - 3. Nailers for roofing attachment.
  - 4. Flashings and termination bars.
  - 5. Pads located at the base of the teepee for ladder placement.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the manufacturer recommendations and instructions for installing the roofing system.

## 1.02 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2004.
- C. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2004.
- D. ASTM D 6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2003.
- E. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2003.

## 1.03 SUBMITTALS

- A. Product Data:
  - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- B. Samples: Submit samples of at least the following:
  - 1. Sample of roof membrane.
  - 2. Sample of walkway pads.
  - 3. Sample of each insulation type.
- C. Shop Drawings:
  - 1. Roofing details for all relevant conditions including: flashings, base tie-ins, roof edges, penetrations, terminations and drains.
  - 3. Layout depicting location of ridges.
- D. Installer Qualifications: Letter from manufacturer attesting that the Contractor is a qualified installer.
- E. Executed Warranty.

## 1.04 QUALITY ASSURANCE

- A. Preconstruction Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.

## 1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

## 1.06 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: 20-Year Warranty covering membrane, roof insulation, copings and membrane accessories.
  - 1. Limit of Liability: No dollar limitation.
  - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in materials.
    - c. Defective workmanship used to install these materials.
  - 3. Not Covered:
    - d. Intentional damage.
    - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products UltraPly TPO *or an approved roofing system of equal product qualities, specifications and performance requirements.*
  - 1. Peel-N-Stick TPO membranes will not be allowed or considered.
- B. Manufacturer of Insulation Boards: Same manufacturer as roof membrane.

### 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
  - 1. Membrane: Thermoplastic Polyolefin (TPO).
  - 2. Thickness: 60 mil.
  - 3. Membrane Attachment: Fully adhered.
  - 4. Slope: Deck slope 1/8 inch per foot.
  - 5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
- B. Deck Cover Board:
  - 1. Type: Gypsum-based board, 5/8 inch thick.
  - 2. Attachment: Adhesive fastening.
- C. Insulation:
  - 1. Type: Polyisocyanurate foam board 2 inch thick.
  - 2. Attachment: Adhesive fastening.

### 2.03 TPO MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
  - 1. Thickness: 0.060 inch plus/minus 10 percent, with coating thickness over reinforcement of 0.030 inch plus/minus 10 percent.
  - 2. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 3. Puncture Resistance: 415 lbf, minimum, when tested in accordance FTM 101C Method 2031.
  - 4. Solar Reflectance: 0.58, minimum, when tested in accordance with ASTM C 1549.
  - 5. Color: White.
  - 6. Acceptable Product: ULTRAPLY TPO by Firestone or approved equal.
- B. Membrane Fasteners and Adhesive: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners and adhesive furnished by roof membrane manufacturer.
- C. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
  - 1. Thickness: 0.060 inch plus/minus 10 percent.
  - 2. Tensile Strength: 1780 psi, minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 3. Elongation at Break: 750 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 4. Tearing Strength: 16 lbf, minimum, when tested in accordance with ASTM D 1004 after heat aging.

- 5. Color: White.
- 6. Acceptable Product: ULTRAPLY TPO Flashing by Firestone.
- D. Bonding Adhesive: Neoprene and SBR rubber blend, formulated for compatibility with the membrane other substrate materials, including masonry, wood, and insulation facings; ULTRAPLY Bonding Adhesive by Firestone.
- E. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- F. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- G. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick; Firestone Termination Bar by Firestone.
- H. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.
- I. General Purpose Sealant: EPDM-based, one part, white general-purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.
- J. Coated Metal Flashing and Edgings: Galvanized steel with roofing manufacturer's bonded TPO coating; UltraPly TPO Coated Metal by Firestone.
- K. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including teepee sides, pipe boots, inside corners, outside corners, etc
- L. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Firestone.
- M. Roof Pads: Non-reinforced TPO walkway pads, 0.130 inch by 30 inches by 50 feet long with patterned traffic bearing surface; UltraPly TPO Walkway Pads by Firestone.

## 2.04 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell Polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: 2 inch.
  - 2. Size: 48 inches by 48 inches, nominal.
  - 4. Compressive Strength: 20 psi when tested in accordance with ASTM C 1289.
  - 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
  - 7. Acceptable Product: Tapered ISO 95+ GL Polyisocyanurate Insulation by Firestone.
- B. Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:
  - 1. Size: 48 inches by 48 inches, nominal.
  - 2. Thickness: 5/8 inch.
  - 3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
  - 4. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
  - 5. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
  - 6. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.
  - 7. Acceptable Product: Georgia-Pacific DensDeck Prime FireGuard.
- C. Insulation Fasteners and Adhesive: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners and adhesive furnished by roof membrane manufacturer.

## 2.05 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - 1. Width: 3-1/2 inches, nominal minimum or as wide as the nailing flange of the roof accessory to be attached to it.
  - 2. Thickness: Same as thickness of roof insulation.

## 2.06 METAL ANGLE CLIP

- A. 22 gauge galvanized sheetmetal formed to an angle. Dimensions shall be 4" X 10". Angle clip shall be fastened to the deck using and vertical penthouse panels using sheetmetal screws.

## PART 3 INSTALLATION

### 3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's instructions and recommendations for the specified roofing system. Follow good roofing practices and industry standards.
- B. Perform work using competent and properly equipped personnel.
- C. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- D. Install roofing membrane only when surfaces are clean, dry, and; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application.
- E. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- F. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- G. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

### 3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will no strain or rupture roof components or deform deck.
- B. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.
- C. Verify that wood nailers have been properly installed.

### 3.03 PREPARATION

- A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly.
  - 1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
  - 2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
- D. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- E. Fill all surface voids in the immediate substrate that are greater than 1/4 inch wide with fill material acceptable insulation to membrane manufacturer.
- F. Seal, grout, or tape deck joints, where needed, to prevent adhesive seepage into building.
- G. Wood Nailers: Provide wood nailers at all perimeters and other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.
  - 1. Mechanically fasten to deck to resist force of 200 lbf per linear foot.

### 3.04 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.

- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch. Fill gaps greater than 1/4 inch with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch.
- E. Loose Laid Installation: Install insulation by laying loose over substrate without mechanical securement of any kind.
- F. Mechanical or Adhesive Fastening: Using specified fasteners, insulation plates and adhesive fasten insulation to deck to a depth and in a pattern required by Factory Mutual for FM Class fastening requirement specified in PART 2 and membrane manufacturer, whichever is more stringent.

### 3.05 ELASTOMERIC MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding adhesive, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.

### 3.06 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Install metal angle clip around the perimeter.
- C. Metal Accessories: Install metal edgings and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
- D. Flashing at Walls and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches high above membrane surface.
  - 1. Use the longest practical flashing pieces.
  - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
  - 3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
  - 4. Provide termination directly to the vertical substrate as shown on roof shop drawings.
- E. Roof Drains:
  - 1. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
  - 2. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch of membrane to extend inside clamping ring past drain bolts.
  - 3. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
  - 4. Apply sealant on top of drain bowl where clamping ring seats below the membrane
  - 5. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.



- F. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
  - 1. Access hatch: Provide a standard curb with flashing as recommended by manufacturer.

### 3.07 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around the outside perimeter of the roof and leading to the penthouse ladder.
  - 1. Use specified walkway pads unless otherwise indicated.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad shall be 3.0 inches from each other to allow for drainage.
  - 1. If installation of walkway pads over field fabricated splices or within 6 inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches on either side.
  - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

### 3.08 FIELD QUALITY CONTROL

- A. Perform a leak test by plugging the roof drains and flooding the roof with 2" of water. Hold the water for 4 hours and inspect the ceiling crawl space every fifteen minutes beginning at the start of the test for leaks.
- B. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- C. Perform all corrections necessary for issuance of warranty.

### 3.09 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### 3.10 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

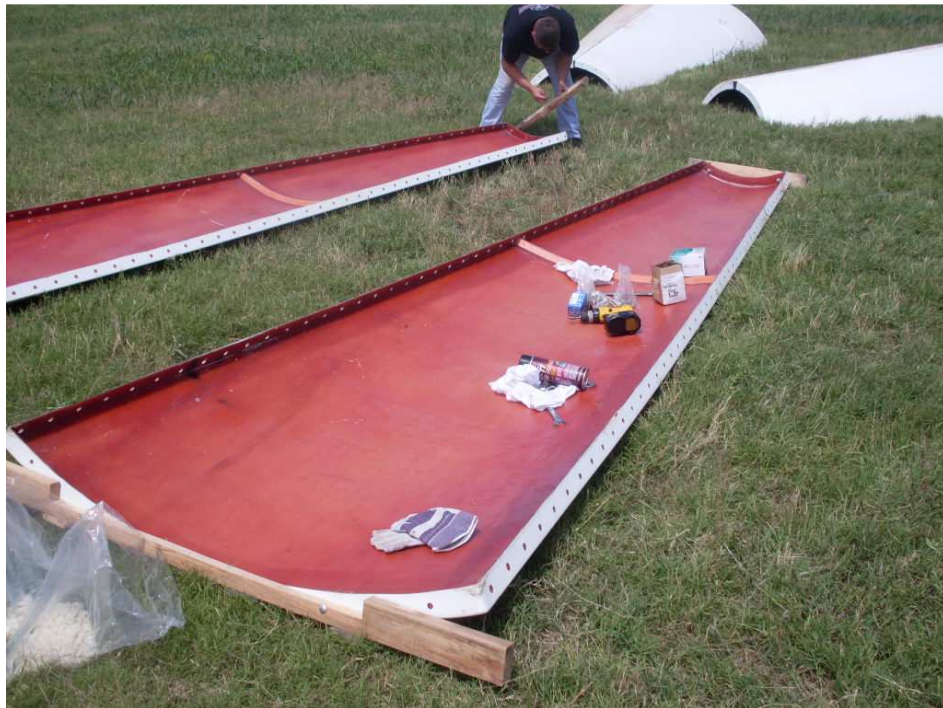
END OF SECTION

## TEEPEE ASSEMBLY PROCESS

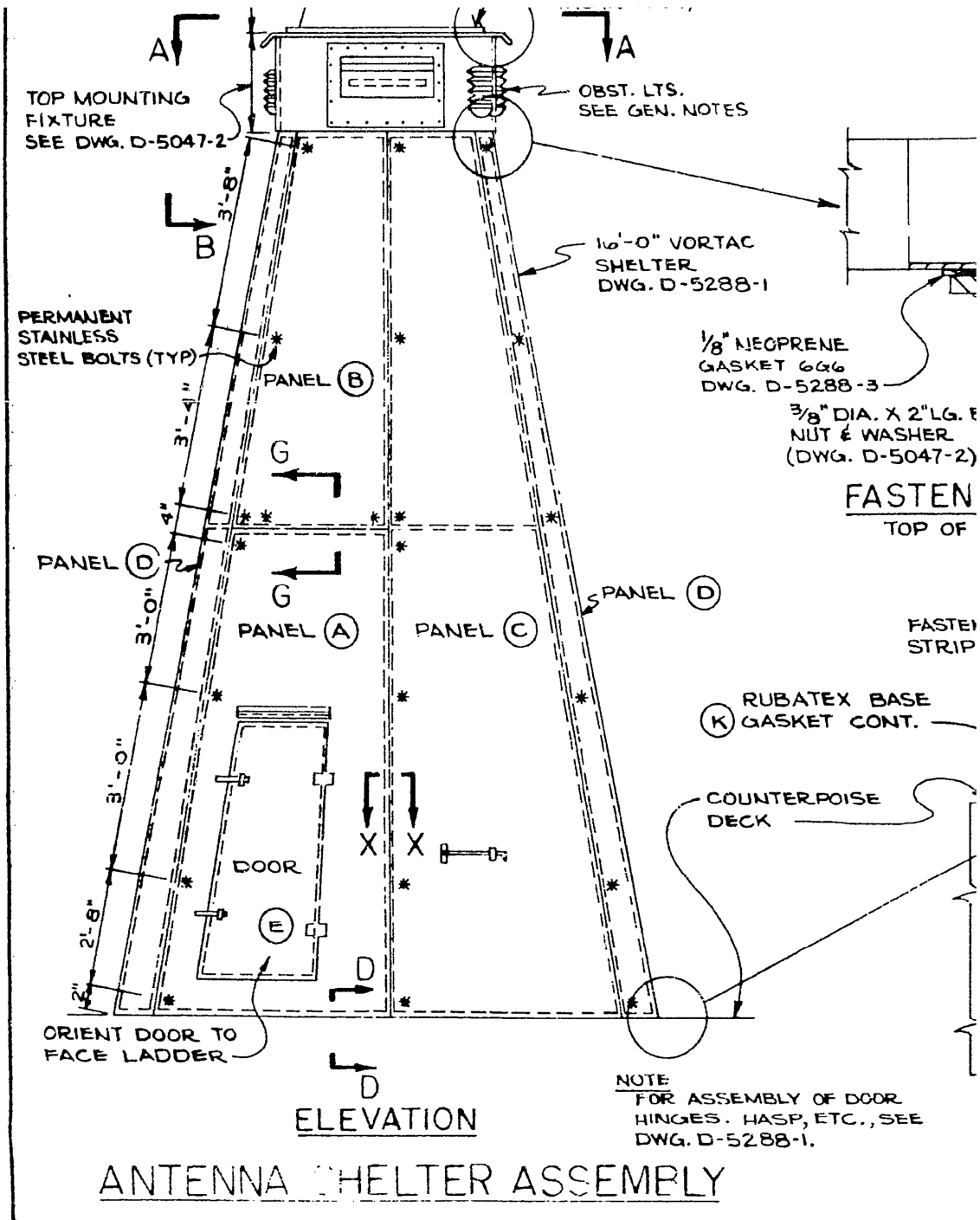
Brian Harden, 4-3-2012



Lay out the teepee panels. This panel includes the door.



Assemble the panels into 3 pairs. Most holes get nylon bolts, a few get metal for strength. See the drawing below for steel bolt locations.



Location of "PERMANENT STAINLESS STEEL BOLTS", from drawing D-5047-3



Lay panels out like 3 rose petals, narrow ends together. Use slings or ropes to thread through the holes at the narrow ends and attach to the lift.



Put one person at the wide end of each piece and lift up slowly. "Walk" the wide ends in (see video clip) until the three pieces are roughly together. Use a stepladder inside to bolt the three pieces together.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

No clauses applicable to this section.

<b>3.10.4-1</b>	<b>Contractor Inspection Requirements (April 1996)</b>
<b>3.10.4-10</b>	<b>Inspection of Construction (September 2009)</b>
<b>3.10.4-11</b>	<b>Inspection--Dismantling, Demolition, or Removal of Improvements (April 1996)</b>

## PART I - SECTION F DELIVERIES OR PERFORMANCE

### 3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-42	<b>Differing Site Conditions</b> (July 2004)
3.2.2.3-43	<b>Site Investigation and Conditions Affecting the Work</b> (July 2004)
3.2.2.3-45	<b>Material and Workmanship</b> (July 2004)
3.2.2.3-46	<b>Supervising the Contract Work</b> (July 2004)
3.2.2.3-47	<b>Permits and Responsibilities</b> (July 2004)
3.2.2.3-48	<b>Other Contracts</b> (February 2009)
3.2.2.3-49	<b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)
3.2.2.3-50	<b>Property Protection</b> (February 2009)
3.2.2.3-51	<b>Operations and Storage Areas</b> (July 2004)
3.2.2.3-52	<b>Use and Possession Before the Project is Complete</b> (July 2004)
3.2.2.3-60	<b>Specifications, Drawings, and Material Offers</b> (February 2009)
3.2.2.3-66	<b>Contractor's Daily Log</b> (July 2004)
3.2.2.3-67	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
3.2.2.3-68	<b>Safety and Health</b> (July 2004)

#### 3.2.2.3-41 **Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 25% of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

#### 3.2.2.3-71 **Starting, Performing and Completing Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract on the date receive the award/notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than **50calendar days after official notice to proceed for construction**. The time allowed for completion must include final cleanup of the premises.

(End of clause)



DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT GROUP – ANM-52  
ATTN: LELANIE RIVERA  
1601 LIND AVE S.W., SUITE 340  
RENTON, WA. 98057-3356



**G002. Invoice Submission:** The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. Subcontract Acknowledgment:** Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed SF 1413, Statement and Acknowledgment form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract. The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

NOTE: The Davis Bacon Act is applicable (see contract clauses). Reference the attached general wage decision no. **AS120001**, for the prevailing wages for the **American Samoa**. This wage decision is hereby incorporated into this request for offer (RFO) and will be a part of any resultant contract.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-1	<b>Exclusion from Future Agency Contracts</b> (August 1997)
3.1.7-2	<b>Organizational Conflicts of Interest</b> (August 1997)
3.1.7-4	<b>Organizational Conflict of Interest</b> (April 2012)
3.1.7-5	<b>Disclosure of Conflicts of Interest</b> (February 2009)
3.2.2.3-33	<b>Order of Precedence</b> (February 2009)
3.2.2.3-42	<b>Differing Site Conditions</b> (July 2004)
3.2.2.3-43	<b>Site Investigation and Conditions Affecting the Work</b> (July 2004)
3.2.2.3-45	<b>Material and Workmanship</b> (July 2004)
3.2.2.3-46	<b>Supervising the Contract Work</b> (July 2004)
3.2.2.3-47	<b>Permits and Responsibilities</b> (July 2004)
3.2.2.3-48	<b>Other Contracts</b> (February 2009)
3.2.2.3-49	<b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)
3.2.2.3-50	<b>Property Protection</b> (February 2009)
3.2.2.3-51	<b>Operations and Storage Areas</b> (April 2012)
3.2.2.3-52	<b>Use and Possession Before the Project is Complete</b> (July 2004)
3.2.2.3-53	<b>Cleaning Up and Roadway Maintenance</b> (July 2004)
3.2.2.3-54	<b>Preventing Accidents</b> (July 2004)
3.2.2.3-55	<b>Availability and Use of Utility Services</b> (July 2004)
3.2.2.3-56	<b>Schedules for Construction Contracts</b> (July 2004)
3.2.2.3-58	<b>Layout of Work</b> (February 2009)
3.2.2.3-60	<b>Specifications, Drawings, and Material Offers</b> (February 2009)
3.2.2.3-61	<b>Responsibility of the Architect-Engine Contractor</b> (July 2004)
3.2.2.3-64	<b>Dismantling and Demolishing of Property</b> (July 2004)
3.2.2.3-66	<b>Contractor's Daily Log</b> (July 2004)
3.2.2.3-67	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
3.2.2.3-68	<b>Safety and Health</b> (July 2004)
3.2.2.3-69	<b>Subcontracts - Construction</b> (July 2004)
3.2.2.7-6	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (February 2009)
3.2.2.7-8	<b>Disclosure of Team Arrangements</b> (April 2008)
3.2.5-1	<b>Officials Not to Benefit</b> (April 1996)
3.2.5-3	<b>Gratuities or Gifts</b> (January 1999)
3.2.5-4	<b>Contingent Fees</b> (October 1996)
3.2.5-5	<b>Anti-Kickback Procedures</b> (October 2010)
3.2.5-8	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
3.3.1-2	<b>Payments under Fixed-Price Construction Contracts</b> (April 1996)
3.3.1-9	<b>Interest</b> (September 2009)
3.3.1-10	<b>Availability of Funds</b> (April 1996)
3.3.1-15	<b>Assignment of Claims</b> (April 1996)
3.3.1-17	<b>Prompt Payment</b> (April 2012)
3.3.1-19	<b>Prompt Payment for Construction Contracts</b> (September 2009)
3.3.1-31	<b>Progress Payments</b> (November 2000)

3.3.1-34	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (February 2009)
3.3.2-1	<b>FAA Cost Principles</b> (October 1996)
3.4.1-4	<b>Performance Bond Requirements</b> (October 2010)
3.4.1-5	<b>Payment Bond Requirements</b> (April 1996)
3.4.1-7	<b>Notice to Proceed</b> (April 1996)
3.4.1-10	<b>Insurance - Work on a Government Installation</b> (July 1996)
3.4.1-12	<b>Insurance</b> (July 1996)
3.4.1-13	<b>Errors and Omissions</b> (July 1996)
3.6.1-1	<b>Notice of Total Small Business Set-Aside</b> (January 2010)
3.6.1-3	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns</b> (February 2009)
3.6.1-7	<b>Limitations on Subcontracting</b> (July 2008)
3.6.1-12	<b>Notice of Service-Disabled Veteran Owned Small Business Set-Aside</b> (January 2010)
3.6.2-1	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (January 2012)
3.6.2-2	<b>Convict Labor</b> (April 1996)
3.6.2-9	<b>Equal Opportunity</b> (August 1998)
3.6.2-12	<b>Equal Opportunity for Veterans</b> (January 2011)
3.6.2-14	<b>Employee Reports on Veterans</b> (January 2011)
3.6.2-16	<b>Notice to the Government of Labor Disputes</b> (April 1996)
3.6.2-18	<b>Davis Bacon Act</b> (October 2010)
3.6.2-19	<b>Withholding-Labor Violations</b> (April 1996)
3.6.2-20	<b>Payrolls and Basic Records</b> (October 2010)
3.6.2-21	<b>Apprentices, Trainees, and Helpers</b> (October 2010)
3.6.2-23	<b>Certification of Eligibility</b> (April 1996)
3.6.2-35	<b>Prevention of Sexual Harassment</b> (August 1998)
3.6.2-39	<b>Trafficking in Persons</b> (January 2008)
3.6.3-3	<b>Hazardous Material Identification and Material Safety Data</b> (April 2009)
3.6.3-13	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
3.6.3-14	<b>Use Of Environmentally Preferable Products</b> (April 2009)
3.6.3-16	<b>Drug Free Workplace</b> (February 2009)
3.6.3-17	<b>Efficiency in Energy-Using Products</b> (April 2008)
3.6.3-19	<b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b> (July 2010)
3.6.4-3	<b>Buy American Act - Construction Materials</b> (October 2011)
3.6.4-10	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
3.7-1	<b>Privacy Act Notification</b> (October 1996)
3.7-2	<b>Privacy Act</b> (October 1996)
3.9.1-1	<b>Contract Disputes</b> (October 2011)
3.9.1-2	<b>Protest After Award</b> (August 1997)
3.10.1-7	<b>Bankruptcy</b> (April 1996)
3.10.1-8	<b>Suspension of Work</b> (August 1998)
3.10.1-12	<b>Changes - Fixed-Price</b> (April 1996)
3.10.1-12 Alternate III	<b>Changes - Fixed-Price Alternate III</b> (April 1996)
3.10.1-15	<b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b> (July 1996)
3.10.1-16	<b>Changes and Changed Conditions</b> (April 1996)
3.10.1-25	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
3.10.2-1	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
3.10.6-1	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
3.10.6-6	<b>Default (Fixed Price Construction)</b> (October 1996)
3.13-3	<b>Printing/Copying Double-sided on Recycled Paper</b> (January 2012)
3.13-5	<b>Seat Belt Use by Contractor Employees</b> (January 1999)

**3.13-11**  
**3.13-13**

**Plain Language (July 2006)**  
**Contractor Policy to Ban Text Messaging While Driving (January 2011)**

**3.14-2**

**Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

**LOW**

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

FAA-Northwest Mountain Security Division  
1601 Lind Ave SW  
Renton, WA 98057

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material

breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

### **3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-37 Notification of Ownership Changes (July 2004)**

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.



(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all

or part of its stock or other ownership interest to any other party.

(End of clause)

### **3.6.2-24**

### **Affirmative Action Compliance Requirements for Construction (October 2010)**

#### **(a) Definitions.**

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ 70.4% \_\_\_\_\_  
Goals for female participation: \_\_\_\_\_ 6.9% \_\_\_\_\_

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

- (i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41**

### **Employment Eligibility Verification (September 2009)**

#### **(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

#### **(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later
- (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.
- (A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.6.3-12**

#### **Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed

statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.8.2-22 Substitution or Addition of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) The Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer as soon as possible before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Attachment A.....	Davis Bacon Wage Determination American Samoa
Attachment B.....	Customer Satisfaction Survey (CSS)
Attachment C.....	ACM Report (1page)
Attachment D.....	TACAN Replacement SOP (18 pages)
Attachment E.....	Counterpoise Monitor Mounts (1 pages)
Attachment F.....	FAA Tilt-down Mast (3 pages)
Attachment G.....	GFM Antenna Mast (5 pages)
Attachment H.....	TUT VOR As-Builts (8 pages)
Attachment I.....	VOR TACAN Tower Foundation (1 page)
Attachment J.....	Monitor Antenna Conduit (1 page)



**PART IV - SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****3.1-1 Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-3** **Affiliated Offerors** (July 2004)
- 3.2.2.3-81** **Prohibition Against Contracting with Inverted Domestic Corporations-Representation** (January 2010)
- 3.2.5-7** **Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)
- 3.6.3-4** **Recovered Material Certification** (April 2009)
- 3.6.3-18** **Biobased Product Certification** (July 2010)

**3.2.2.3-2 Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

**3.2.2.3-15****Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70****Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7

### Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head

of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### **3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (January 2012)**

(a) Definitions.

"Person"

(1) Means

- (i) A natural person;
  - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
- (i) To restrict the flow of free, unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
  - (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.
- (c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.
- (End of provision)

**BUSINESS DECLARATION**

Tax Identification No.:

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_ Duns No. \_\_\_\_\_
3. Telephone Number of \_\_\_\_\_
4. a. Name of Person Making \_\_\_\_\_  
 b. Telephone Number of Person \_\_\_\_\_  
 c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)  
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American  
☐ e. Other ☐ f. Other  
 Minorit \_\_\_\_\_ (Specify) \_\_\_\_\_  
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?  
☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

7. Nature of Business (Specify all \_\_\_\_\_)
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole ☐ b. Partnership  
☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years: a.1. Year \_\_\_\_\_ b.1. Gross Receipts \_\_\_\_\_  
 a.2. Year \_\_\_\_\_ b.2. \_\_\_\_\_ a.3. Year \_\_\_\_\_ b.3. Gross Receipts \_\_\_\_\_
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING***

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. A. Signature \_\_\_\_\_ b. DATE \_\_\_\_\_  
 c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of provision)

**3.2.2.3-63 Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(End of provision)

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.



(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition

Federal Aviation Administration

800 Independence Ave., S.W.

Room 323

Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## L001. SUBMISSION OF OFFER

### 1. Technical Proposal

#### A. Past Experience

Use supporting documentation to demonstrate at least three (3) similarly scoped project successfully completed within the past five (5) years similar in scope of work to be done. The three projects must demonstrate the firm's capability to perform the type of services described in the Statement of Work. Be specific and provide details. For each project address the following points:

- a) Project title, description, location, and contract number
- b) Client names, business address, phone numbers, and contact person to validate performance
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

#### B. Past Performance- Customer Satisfaction Surveys (By third party references)

Prime Contractor is **REQUIRED** to have at least three (3) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Lelanie Rivera **by a third party reference**. It is advised that the Contractor distribute more than three CSS's to third-party references as not all are returned, and receipt of less than three could lead to the Contractor's disqualification. Customer Satisfaction Survey may be emailed to Lelanie Rivera at [Lelanie.Rivera@faa.gov](mailto:Lelanie.Rivera@faa.gov). The surveys may also be faxed at the Contractor's risk to 425-227-1055 Attn: Lelanie Rivera AAQ-530. It is also advised each Contractor verify receipt of the requisite number of CSS's in advance of solicitation deadline.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the Government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

**2. Business Proposal** NOTE: The business proposal shall be a physically separate document and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form
- f) SEDB 8(a) Congratulations letter from the Small Business Administration (if applicable)

**L002. Submission Date And Place: The due date for receipt of offers is AUGUST 15, 2012, at 4:00 PM, PT.** Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH  
ATTN: LELANIE RIVERA, ANM-52  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

### **L003. SOLICITATION QUESTIONS**

Should you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Lelanie Rivera 1601 Lind Avenue S.W., Renton WA 98057 or [lelanie.rivera@faa.gov](mailto:lelanie.rivera@faa.gov). Telephonic requests will not be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either “acceptable” or “unacceptable” on the basis of the following criteria:

**STANDARD FOR REVIEW:** An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

**STANDARD FOR REVIEW:** Contractor must have positive past performance history. If Contractor does not have an applicable performance history, then, within the cover letter, the Contractor must indicate the reason for such absence of past performance history and provide a proposed project management plan to ensure the quality of the services to be performed. Keep in mind that the Agency may use information other than that provided by the Contractor in connection with this solicitation.

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

# ATTACHMENT A: DAVIS BACON WAGE RATES

General Decision Number: AS120001 01/06/2012 AS1

Superseded General Decision Number: AS20100002

State: Am Samoa

Construction Types: Building, Heavy, Highway and Residential

Counties: Am Samoa Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS; HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012

\* SUAS2009-001 05/25/2009

	Rates	Fringes
Bricklayer.....	\$ 5.10	
Carpenter.....	\$ 5.10	
Electrician.....	\$ 5.10	
Painter.....	\$ 5.10	
Laborers:		
Common.....	\$ 5.10	
Pipelayer.....	\$ 5.10	
PLASTERER.....	\$ 5.10	
Plumbers.....	\$ 5.10	
Power equipment operators:		
Backhoe.....	\$ 5.10	
Crane.....	\$ 5.10	
Payloader.....	\$ 5.10	
Truck drivers.....	\$ 5.10	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT B**  
**Customer Satisfaction Survey**  
**(CSS)**



**CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)**  
 REFURBISHMENT OF THE PAGO PAGO VORTAC FACILITY  
 DTFANM-12-R-00119

**SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE**

**Name of Firm Being Evaluated:** \_\_\_\_\_

**Project Title & Location:** \_\_\_\_\_

**Project Dollar Value:** \_\_\_\_\_

**Year Completed:** \_\_\_\_\_ **Project Manager:** \_\_\_\_\_

**SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO:** Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

[LELANIE.RIVERA@FAA.GOV](mailto:LELANIE.RIVERA@FAA.GOV) or 425-227-1055 (Please Verify Receipt)

**OVERVIEW:** The firm shown above has submitted a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by (date & time) for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by the firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide any additional comments on page 2.

	<b>On this project, the firm:</b>	<b>Satisfaction</b>					
		<b>Low</b>			<b>High</b>	<b>N/A</b>	
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5	N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5	N/A
4.	Resolved Your Concerns	1	2	3	4	5	N/A
5.	Completed Your Project Milestones on Time	1	2	3	4	5	N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5	N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5	N/A
8.	Maintained an Effective Quality Control Program	1	2	3	4	5	N/A
9.	Provided Warranty Support	1	2	3	4	5	N/A
10.	Maintained Operational Continuity at Existing Facility During Project	1	2	3	4	5	N/A
11.	Minimized Adverse Construction Impacts on Ongoing Operations	1	2	3	4	5	N/A
12.	<b>Your OVERALL Level of Customer Satisfaction</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
13.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A					

**CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)**  
REFURBISHMENT OF PAGO PAGO VORTAC FACILITY  
DTFANM-12-R-00119

14. **REMARKS: (Discuss strengths and weaknesses of the firm)**

**Your Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Relationship to this Project:** \_\_\_\_\_